



## **RIDER ACKNOWLEDGEMENT**

### **Personal Accident and Health Insurance**

It is your responsibility, as a rider (“Rider”), participating in any shows or other events hosted by the Cayman Islands Equestrian Federation (the “Events”), to ensure that you have adequate personal accident insurance and health insurance in place to cover your participation in the Events and in particular to insure against any personal injury and/or medical expenses arising from an accident, injury and/or illness which may occur during an Event.

### **Personal Property & Liability Insurance**

You should also ensure that you are insured against property loss, theft and damage which may occur during any Event, and liability insurance should any horse you are riding cause damage or harm to another person or property.

Acknowledged by:

\_\_\_\_\_  
NAME OF RIDER

\_\_\_\_\_  
SIGNATURE OF RIDER

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME OF RIDER’S GUARDIAN  
(if under 18)

\_\_\_\_\_  
SIGNATURE OF RIDER’S GUARDIAN      Date



## **WAIVER OF LIABILITY AND INDEMNITY**

Equestrian sports involve inherent dangerous risks. To the greatest extent permitted by law, the CIEF shall NOT be liable for any damages relating to loss of property, or injury of any kind to any coach, athlete, owner, horse, support personnel, volunteer or other participant involved in any Event (as defined below) and CIEF expressly disclaims any and all such liability.

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN ANY EVENT. CIEF DOES NOT GUARANTEE YOUR SAFETY. THE UNDERSIGNED HEREBY AGREES TO AND ACKNOWLEDGES THAT:**

**A. AGREEMENT SCOPE AND DEFINITIONS** – This agreement (the “Agreement”) shall be legally binding upon me, the rider and my heirs, estate, successors, assigns, including all minor children, and personal representatives or any person claiming by, under, or through any of the foregoing (each a “**Rider**”).

Definitions

“**CIEF**” mean the Cayman Islands Equestrian Federation and its affiliates, subsidiaries or contracted parties or any of its directors, officers, agents, servants, volunteers or employees, successors and assigns.

“**Event**” means any show, competition, training course, coaching clinic, lecture, social event, fundraiser or other event whatsoever, hosted or organized by the Cayman Islands Equestrian Federation.

“**Horse**” means all equine species.

“**Horseback riding**” or “**riding**” herein shall refer to riding or otherwise handling of horses, ponies or donkeys, whether from the ground or mounted, and whether coaching or otherwise.

“**Rider**” has the meaning set out in clause A above.

The terms “I”, “me”, “my” shall herein refer to the Rider.

**B. ACTIVITY RISK CLASSIFICATION** – I agree that horseback riding is a DANGEROUS SPORTING ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe, requiring more admission hospital days, and resulting in more lasting residual effects, than injuries in other activities.

**C. NATURE OF HORSES** – I agree that no horse is a completely safe horse. Horses are powerful and potentially dangerous animals and may change their behavior at any time and may, without warning, divert from their training and act according to their natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting their weight; bucking; rearing; jumping; kicking; biting; or running from danger.

Horses may collide with other horses, or with people or objects or they may trip or stumble or fall even if being led, ridden or attended to.

**D. CONDITIONS OF NATURE** – CIEF is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: (but not limited to) thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

**E. PROTECTIVE HEADGEAR WARNING** – I have been fully warned and advised by CIEF that I should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries.

**F. COACHING CLINICS** – I acknowledge that working with athletes and horses can be unpredictable and that unexpected occurrences can occur. I am participating in all Events fully aware that during an Event that is a coaching clinic I will be given instruction by coaches that I may not be familiar with. I acknowledge and agree that I accept all liability and responsibility for all actions and occurrences in relation to my being coached by such coaches and instructors.

**F. LIABILITY RELEASE** – In consideration of CIEF allowing my participation in all Events, under the terms set forth herein, I, the Rider, do agree to hold harmless and release CIEF from legal liability due to CIEF's negligence.

I waive all claims, demands, legal actions and causes of action against CIEF for any injuries, losses or claims, whether known or unknown, that arise during my participation in any Event or otherwise (the "Claims"). I release and forever discharge CIEF from such Claims.

I do further agree that I shall not bring any Claims against CIEF for any economic or non-economic losses due to bodily injury, death or property damage, sustained by me in relation to an Event or otherwise in connection therewith.

**G. INDEMNITY** - In consideration of CIEF allowing my participation in the Events, under the terms set forth herein, I, the Rider, do agree to indemnify and hold harmless CIEF from all losses, liabilities, costs or expenses (including but not limited to reasonable attorney's fees and other litigation costs and expenses) incurred by CIEF as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against CIEF, or as a result of any claims or suits that a third party may bring against CIEF which involve me, in each case, to recover any losses, liabilities, costs or expenses which arise during or as a result of an Event or otherwise in connection therewith.

**H. GOVERNING LAW** - The terms of this Agreement shall be governed by the laws of the Cayman Islands and the parties submit to the exclusive jurisdiction of the Grand Court of the Cayman Islands for the determination of any dispute.

**ALL RIDERS MUST SIGN BELOW AND INITIAL EACH PAGE AFTER READING THIS ENTIRE DOCUMENT:**

**SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE RIDER ARE TRUE AND ACCURATE. I/WE FURTHER ATTEST THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE ABOVE WRITTEN AGREEMENT HAVE BEEN MADE BY ANY OF THE RELEASEES. BY OUR SIGNATURE HERETO, WE ACKNOWLEDGE AND AGREE THAT THIS VOLUNTARY RELEASE, WAIVER AND ASSUMPTION OF RISK IS INTENDED TO BE BROAD AND AS INCLUSIVE AS POSSIBLE AND THAT IF ANY PORTION OF THIS AGREEMENT IS HELD OR DEEMED TO BE INVALID, THE BALANCE THEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
NAME OF RIDER

\_\_\_\_\_  
NAME OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RIDER

\_\_\_\_\_  
SIGNATURE OF WITNESS

Dated \_\_\_\_\_ 201\_\_

Dated \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
NAME OF RIDER'S PARENT / GUARDIAN  
(if under 18)

Acknowledged and agreed by  
CAYMAN ISLANDS EQUESTRIAN  
FEDERATION BY:

\_\_\_\_\_  
SIGNATURE OF RIDER'S PARENT / GUARDIAN

\_\_\_\_\_  
NAME

Dated \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
SIGNATURE

Dated \_\_\_\_\_ 201\_\_